

227883
3011-51-W
001-11

Clarendon County

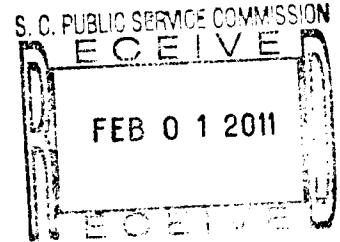
111 South Brooks Street
Post Office Box 486
Manning, South Carolina 29102

David W. Epperson
depperson@clarendoncountygov.org

Telephone: (803) 435-9654
Facsimile: (803) 435-2653

January 28, 2011

The Honorable Jocelyn Boyd
Chief Clerk / Administrator
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, SC 29210



Re: Eagle Point Water System

Dear Ms. Boyd :

Please be advised that Clarendon County (County) has acquired the Eagle Point Water System (System). The System is located in the Eagle Point Subdivision (Subdivision) of Clarendon County. I have enclosed a deed and bill of sale confirming this transfer for your records.

As you know, the System has had a history of issues and is currently under the control of a court approved receivership. The County feels that by acquiring this System, the health, safety and welfare of the residents of the Subdivision and surrounding communities will be improved.

At this time, the County has filed its business plan for the System along with other applicable forms to the South Carolina Department of Health and Environmental Control (SCDHEC). The County has also requested that SCDHEC take the necessary steps to cancel the receivership and confirm ownership of the system and all related business interest in the County.

Therefore, in compliance with applicable rules and regulations, the County would like to request approval by the Public Service Commission of the transfer of the Eagle Point Water System to the County. The County would also request that any hearings, if applicable, be waived.

If you have any questions or concerns, please do not hesitate to contact me.

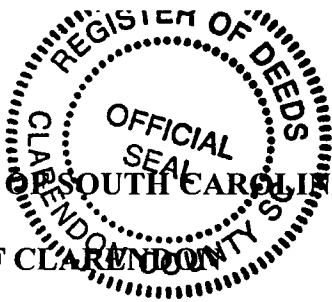
With kind regards, I am

Sincerely,

David W. Epperson
Clarendon County Attorney/
Interim Clarendon County Administrator

Enclosures

Cc: Robert "Bob" Dennis (w/out enclosures)
The Hon. C. Dukes Scott, Office of Regulatory Staff



INSTRUMENT #:2011000143758 DEED BK:787
PG:60 DOCTYPE:QUIT CLAIM/DE 01/24/2011
at 10:30 AM, 1 OF 4 NANCY CLARK
CLARENDON COUNTY, SC REGISTER OF
DEEDS

THE STATE OF SOUTH CAROLINA)
COUNTY OF CLARENDON)

QUIT CLAIM DEED
(title not examined)

WHEREAS, Joe P. Moore, at the time of his death, March 23, 2006 was the sole surviving shareholder of Eagle Point, Inc.; and

WHEREAS, The only assets of Eagle Point, Inc. at the time of Joe P. Moore's death were the two parcels of real estate within conveyed; and

WHEREAS, Eagle Point, Inc. is now an inactive Corporation; and

WHEREAS, Lewis S. Horton is the duly appointed Personal Representative of the Estate of Joe P. Moore;

KNOW ALL MEN BY THESE PRESENTS, THAT **EAGLE POINT, INC.** ("Grantor"), in the State aforesaid, for and in consideration of the sum of Twenty Thousand Dollars and No/100 (\$20,000.00) Dollars, to the GRANTOR in hand paid at and before the sealing and delivery of these presents by **CLARENDON COUNTY**, a Body Politic (the receipt whereof is hereby acknowledged) has remised, released and forever quit-claimed, and by these Presents does remise, release and forever quit-claim unto the said, **CLARENDON COUNTY**, a Body Politic, its successors and assigns, forever, all and singular, all of its right, title and interest in the following described real estate, to wit:

(SEE EXHIBIT "A" ATTACHED HERETO)

Together with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **CLARENDON COUNTY**, a Body Politic, its successors and assigns, forever - so that **EAGLE**

Patricia Pringle

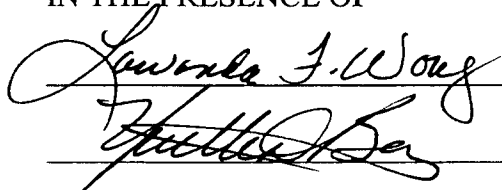
MAP NO. SUB. BLK. PARCEL POINT #
197-12-05-013-00

MAP NO. SUB. BLK. PARCEL POINT #
197-12-03-007-00

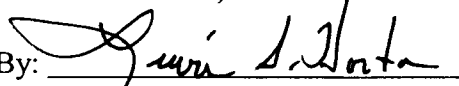
POINT, INC., the said Grantor, nor its successors or assigns, nor any other person or persons, claiming under it, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof, forever.

WITNESS my hand and seal this 18th day of January, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



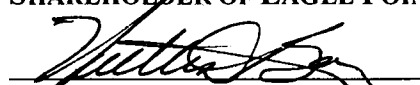
EAGLE POINT, INC.

By:  (SEAL)
LEWIS S. HORTON
Personal Representative of the Estate of
Joe P. Moore, sole Shareholder of Eagle
Point, Inc.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE foregoing instrument was acknowledged before me by EAGLE POINT, INC. BY LEWIS S. HORTON, PERSONAL REPRESENTATIVE OF THE ESTATE OF JOE P. MOORE, SOLE SHAREHOLDER OF EAGLE POINT, INC., this 18th day of January, 2011.


Notary Public for South Carolina
My Commission Expires: 3-19-13

AFFIDAVIT

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred by **EAGLE POINT, INC. TO CLARENDON COUNTY** a Body Politic on ~~the 18th~~ day of January, 2011.

3. Check one of the following: The DEED is

(a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.

(c) x EXEMPT from the deed recording fee because (exemption # 2) Deed transferring to Clarendon County, a political subdivision of the State of South Carolina.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.

(a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ ____.

(b) ___ The fee is computed on the fair market value of the realty which is \$ ____.

(c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ ____.

5. Check YES ___ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of the lien or encumbrance is \$ ____.

6. The DEED Recording Fee is computed as follows:

(a) \$ ____ the amount listed in item 4 above

(b) \$ ____ the amount listed in item 5 above (no amount put 0)

(c) \$ ____ Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Grantor.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Grantor (Lewis S. Horton, Personal Representative
of the Estate of Joe P. Moore, sole
shareholder of Grantor)

Notary Public for S. C.
My Commission expires: 3.19.18

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL #1

All that certain piece, parcel or lot of land, together with any improvements situate thereon, including any right, title or interest Grantor may have, and none is represented, in the following: any personal property and/or improvements situate on said real estate; and, all easements, rights-of-way, pipes, valves, wells, storage tanks, fixtures and equipment constituting the Eagle Point Water System, situate on or connected to said parcel, lying, being and situate near the waters of Lake Marion in the County of Clarendon, State of South Carolina, designated as Lot #73 on that certain plat made by Lloyd Moore, Jr., RLS, dated 16 November 1973, recorded in the Office of the Clerk of Court for Clarendon County in Plat Book 14 at Page 92.

DERIVATION: The above described real estate was conveyed to Eagle Point, Inc. by Deed of Joe P. Moore, M.L. Sauls, III, and Marianne Moore, dated July 10, 1975, which is recorded in Book _____, at Page _____, Clarendon County Clerk of Court's Office.

TMS No: 197-12-05-013-00

PARCEL #2

All that certain piece, parcel or lot of land, known as the "Well Site" together with any improvements situate thereon, including any right, title or interest Grantor may have, and none is represented, in the following: any personal property and/or improvements situate on said real estate; and all easements, rights-of-way, pipes, valves, wells, storage tanks, fixtures and equipment constituting the Eagle Point Water System, situate on or connected to said parcel, lying, being and situate in School District 2 of Clarendon County, South Carolina, being more particularly shown as Lot #87 on that certain plat of Eagle Point Subdivision made by Lloyd S. Moore, Jr., RLS, dated 16 November 1973, and revised February 15, 1974, recorded in the Office of the Clerk of Court for Clarendon County in Plat Book 14 at Page 116.

DERIVATION: The above described real estate was conveyed to Eagle Point, Inc. by Deed of Thomas E. Harris, dated August 12, 2004, which is recorded in Book A0543 at Page 001027, Clarendon County Clerk of Court's Office.

TMS No: 190-12-03-007-00

PARCEL #3

Any right, title or interest Grantor may have, and none is represented, in the following: any personal property and/or improvements situate on the above parcels, or connected to said parcels; and all easements, rights-of-way, pipes, valves, wells, storage tanks, fixtures and equipment constituting the Eagle Point Water System.

TMS# NA

GRANTEE'S ADDRESS: PO Box 486
Manning, SC 29102

STATE OF SOUTH CAROLINA)
COUNTY OF CLARENDON)

QUIT CLAIM BILL OF SALE

WHEREAS, Eagle Point, Inc. owned two parcels of Real Estate in Clarendon County, same being Lot #73 (TMS#197-12-05-013-00) and Lot #87 (TMS#190-12-03-006-00), which are simultaneously herewith being conveyed to Clarendon County, a Body Politic by Quit Claim Deed, by and through Lewis S. Horton, Personal Representative of the Estate of Joe P. Moore who was at the time of his death, March 23, 2006, the sole shareholder of Eagle Point, Inc., now a defunct corporation ; and

WHEREAS, the Grantee has requested the Grantor to execute this instrument to assign any right, title or interest Grantor may have, and none is represented in the following: any personal property and/or improvements situate on said real estate; and all easements, rights-of-way, pipes, valves, wells, storage tanks, fixtures and equipment constituting the Eagle Point Water System, to the Grantee;

NOW, THEREFORE, for and in consideration of the foregoing, and the sum of (\$3.00) Three dollars and no/100, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby grant, bargain, sell, release and transfer any right, title or interest Grantor may have, and none is represented, in the following: any personal property and/or improvements situate on said real estate; and all easements, rights-of-way, pipes, valves, wells, storage tanks, fixtures and equipment constituting the Eagle Point Water System situate on, or connected to the above described parcels of real estate to Clarendon County, a Body Politic.

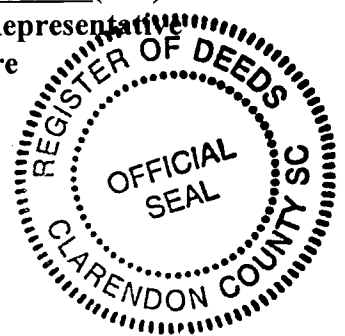
WITNESS the hand and seal of the undersigned to this Quit Claim Bill of Sale this 18th day of January, 2011.

WITNESSES:

SELLER:

EAGLE POINT, INC.

By: Lewis S. Horton (L.S.)
Lewis S. Horton, Personal Representative
of The Estate of Joe P. Moore



ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

THE FOREGOING instrument was acknowledged before me this 18th day of January, 2011 by Eagle Point, Inc. by Lewis S. Horton, Personal Representative of the Estate of Joe P. Moore.

Patricia Prince (NOTARY SIGNS HERE)
Notary Public for South Carolina
My Commission Expires: 3-19-13 (EXPIRATION DATE HERE)

Patricia Prince

MAP NO. SUB BLK PARCEL POINT #
197-12-05-013-00

MAP NO. SUB BLK PARCEL POINT #
197-12-03-007-00